

**Supplemental Agreement to the Master Agreement
between
Montana State Prison, Montana Department of Corrections
and
Federation of Montana State Prison Employees, Local # 4700,
MEA/MFT, AFL-CIO**

These Provisions only apply to the Department of Corrections Lewistown Infirmary.

Each of the provisions listed below are intended to supersede similar provisions contained in the Federation of Montana State Prison Employees, Local 4700's Master Agreement:

**ARTICLE 1
RECOGNITION**

Section 1. Recognition. (additional language) The Employer recognizes the Federation as the sole bargaining agent for all employees of the Department of Corrections Lewistown Infirmary classified as correctional officers.

Section 2. New positions. Whenever new Department of Corrections' positions are created by adding new classifications or by reclassifying a current position, the Federation will be notified so that any additions or deletions to the classifications listed in Addendum A can be mutually agreed upon prior to their inclusion or deletion.

**ARTICLE 4
SENIORITY**

Section 1. Seniority at Lewistown Infirmary. There shall be a separate seniority list maintained for staff at the Lewistown Infirmary.

**ARTICLE 6
HOLIDAYS**

Section 4. Accumulated Holidays. Does not apply to Correction Officers employed at the Lewistown Infirmary.

ARTICLE 7

LEAVE

Section 1. Sick Leave.

Subsection 9. Custody notification. Notification of absence for custody personnel because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to insure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence in excess of one shift without receipt of proper notification to the Employer from the employee may constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee. In cases where employees are performing functions that will require a replacement, employees will, notify their supervisor of their absence as soon as it becomes apparent an absence is necessary, at least two hours in advance of the employee's shift. In an emergency situation, the supervisor may waive the two hour minimum requirement.

Section 2. Annual Leave (Vacation).

Subsection 8. Vacation dates - correctional officers Lewistown Infirmiry Vacation requests must be approved by the employee's immediate supervisor. As long as the staffing remains at eight, or less FTEs only one employee will be approved for vacation at a time. Management may cancel a vacation unless:

1. It causes a substantial and undue financial hardship to the employee.
2. The employee is attending an event for immediate family such as a funeral or wedding.

ARTICLE 9

RECRUITMENT, SELECTION AND PROMOTION

Section 4. Bid posting book. There will be a separate bid posting book for the Correctional Officers at the Lewistown Infirmiry.

Section 5. Lateral transfers within the bargaining unit. Does not apply to correctional officers at the Lewistown infirmiry.

ARTICLE 10 **PAY AND HOURS**

Section 2. Workdays and workweeks.

Subsection 1. Standard work schedules. A standard workday at the Lewistown Infirmary shall consist of twelve consecutive hours of work in any 24-hour period.

Subsection 2. Four 10-hour work schedules. Does not apply to Correctional Officers at the Lewistown Infirmary.

Section 4. Meal and meal periods.

Subsection 1. Standard meal and meal periods. Employees will be granted a meal and a meal period not to exceed 30 minutes within the regular workday. The meal period may be interrupted for service but when possible will resume at a later time.

ARTICLE 11 **OVERTIME, COMPENSATORY TIME AND PREMIUM PAY**

Section 1. Overtime - non-exempt employees.

Correctional Officers at the Lewistown Infirmary shall be paid at a rate of one and one-half times their regular rate of pay for any time they work over 12 hours per day or 80 hours per pay period.

The following subsections do not apply to the Correctional Officers at the Lewistown Infirmary.

Subsection 2. Four ten-hour work schedules;

Subsection 3. Overtime equalization;

And Subsection 4. Mandatory overtime.

ARTICLE 12 **WORKING CONDITIONS**

Section 1. Work rules.

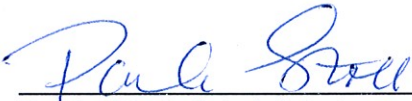
Subsection 1. The Employer agrees to distribute a copy of existing work rules manual upon employment of new personnel for use during pre-service training.

Thereafter, the Employer will have a sufficient number of copies available for employees to review. The Federation will be provided a copy of the rules within 30 days after the signing of this Agreement. New rules or changes to rules will be distributed and available to employees through the captains and lieutenants, and in addition, will be posted in the muster room.

Section 2. Past practice. It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of the adoption of this Agreement, except for those specifically agreed to under the most recent contract negotiations. Past practice from Montana State Prison in Deer Lodge shall not apply to the Lewistown Infirmary.

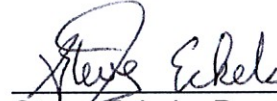
DATED this 20th day of Dec, 2012

FOR: THE STATE OF MONTANA,
DEPARTMENT OF CORRECTIONS,
MONTANA STATE PRISON



Paula Stoll, Administrator
State Human Resources Division

FOR: FEDERATION OF MONTANA
MONTANA STATE PRISON
LOCAL 4700, MEA-MFT, AFL-CIO



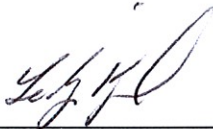
Steve Eckels, President
FMSPE Local #4700, MEA-MFT



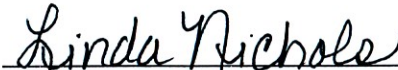
Mike Ferriter, Director
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Mike Weist, Vice President
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